

# **STANDARD TERMS AND CONDITIONS OF TRAVEL CONTRACTS**

## **Arranged Tour Contracts**

\* The English translation has been prepared from the original Japanese text. If any discrepancies should arise between the Japanese and English texts, the former shall prevail at all times.

### **Chapter I General Provisions**

#### **(Scope of Application)**

##### **Article 1**

An Arranged Tour Contract which this company (hereinafter referred to as “the Company”) concludes with the Traveler shall be subject to these General Terms and Conditions.

Matters which are not provided for in these General Terms and Conditions shall be governed by the laws, ordinances, regulations and generally established practice.

2. If the Company has concluded a special agreement in writing not in violation of the law, ordinances and regulations and within the scope not unfavorable to the Traveler, that special agreement, notwithstanding the provisions of the preceding Paragraph, shall prevail over the provisions of these General Terms and Conditions.

#### **(Definition of Terms)**

##### **Article 2**

An "Arranged Tour Contract" as stated in these General Terms and Conditions means a contract under which the Company, commissioned by the Traveler, undertakes to make arrangements so that the Traveler can receive services for transportation, accommodation, and other services for travel provided by transportation/accommodation facilities (hereinafter referred to as "Travel Services") by acting as a representative, as an intermediary, as an agent, etc., on behalf of the Traveler.

2. As stated in these General Terms and Conditions, "Domestic Travel" means travel only within Japan and "Overseas Travel" means travel other than Domestic Travel.

3. A "Travel Fee" as stated in these General Terms and Conditions means a charge which the Company pays to transportation/accommodation facilities, etc., such as a fare, accommodation charges, etc., and the prescribed travel business handling fee of the Company (excluding a fee for procedures for making a change as well as that for making a cancellation) in order for the Company to make arrangements for Travel Services.

4. A "Communications Contract" as stated in this part means an Arranged Tour Contract which the Company concludes with a card member of the credit card company affiliated with the Company (hereinafter referred to as the "Affiliated Company") in accordance with an application made by telephone, mail, facsimile, or any other means of communication with which the Traveler agrees in advance to settle any credit or debt of the Company in respect of the Traveler concerning the Travel Fee, etc., based on the Arranged Tour Contract on or after the date on which such credit or debt should be settled in accordance with the card membership rules of the Affiliated Company separately established, and with which the traveler pays the Travel Fee, etc., in accordance with the method provided for in Paragraph 2 or 5, Article 16.

5. An "Electronic Acceptance Notice" as stated in this part means a notice of acceptance with respect to an application for a contract which is sent by, among various methods using information and communications technology, the method of transmission on the telecommunications line connecting the computer, facsimile machine, telex or telephone (hereinafter referred to as "Computer, Etc.") used by the Company and the Computer, Etc., used by the Traveler.

6. A "Card Use Day" as stated in these General Terms and Conditions means the day on which the Traveler or the Company should pay the Travel Fee, etc., or settle the refund debts in accordance with the Arranged Tour Contract.

### **(Completion of Obligations Concerning Arrangements)**

#### **Article 3**

When the Company has made arrangements for Travel Services with the good manager's duty of due care, the performance of the Company's obligations based on the Arranged Tour Contract is deemed completed. Accordingly, even if the Company was unable to conclude a contract with transportation/accommodation facilities, etc., for providing Travel Services due to a reason of being full, suspension of business, conditions being unsuitable, etc., the Traveler has to pay to the Company its prescribed travel business handling fee (hereinafter referred to as the "Handling Fee") if the Company has fulfilled its obligations. If a Communications Contract has been concluded, the Card Use Day shall be the day on which the Company has notified the Traveler to the effect that the Company was unable to conclude a contract with transportation/accommodation facilities, etc., for the provision of Travel Services.

### **(Arrangements Agent)**

#### **Article 4**

In performing an Arranged Tour Contract, the Company may have another travel agent, a person handling travel arrangements as a business, or any other auxiliary in Japan or any other place outside Japan perform as an agent for all or part of the arrangements.

## **Chapter II Entry into Effect of Contracts**

### **(Application for a Contract)**

#### **Article 5**

A Traveler who intends to conclude an Arranged Tour Contract with the Company must enter the prescribed matters in an application form prescribed by the Company and submit it to the Company together with the application fee, the amount of which shall be separately specified by the Company.

2. Notwithstanding the provisions of the preceding Paragraph, a Traveler who intends to conclude a Communications Contract with the Company must notify the Company of his/her membership number and the contents of Travel Services which he/she intends to request.

3. The application fee referred to in Paragraph 1 will be treated as part of the Travel Fee,

the cancellation fee or other money which the Traveler should pay to the Company.

**(Refusal to Conclude a Contract)**

**Article 6**

The Company may not agree to conclude an Arranged Tour Contract in any of the following cases:

- (1) If the Company's business situation necessitates it.
- (2) In case of intending to conclude a Communications Contract, if the Traveler is unable to settle part or all of his/her liability concerning the Travel Fee, etc., in accordance with the card membership rules of the Affiliated Company due to the fact that his/her credit card is invalid, etc.

**(Time of Entry into Effect of a Contract)**

**Article 7**

An Arranged Tour Contract enters into effect when the Company has agreed to conclude it and has received the application fee referred to in Paragraph 1, Article 5.

2. Notwithstanding the provisions of the preceding Paragraph, a Communications Contract enters into effect when the Company has sent a notice of accepting the application referred to in Paragraph 2, Article 5. However, in case of sending an Electronic Acceptance Notice under that contract, such contract comes into effect when such notice has reached the Traveler.

**(Special Provisions for Entry into Effect of a Contract)**

**Article 8**

Notwithstanding the provisions of Paragraph 1, Article 5, the Company may have an Arranged Tour Contract come into effect only by accepting the conclusion of the contract without receiving the application fee under a special written agreement.

2. In a case referred to in the preceding Paragraph, the time of entering into effect of the Arranged Tour Contract shall be made clear in the special agreement referred to in the preceding Paragraph.

**(Special Provisions for Train (Bus) Tickets, Accommodation Coupons, Etc.)**

**Article 9**

Notwithstanding the provisions of Paragraph 1, Article 5 and Paragraph 1 of the preceding Article, the Company may accept an oral application for an Arranged Tour Contract intended only for arrangements for transportation or accommodation services under which a document is issued indicating the right to receive such Travel Services in return for the Travel Fee.

2. In the case referred to in the preceding Paragraph, an Arranged Tour Contract is deemed to enter into effect when the Company has agreed to conclude such contract.

**(Contract Document)**

**Article 10**

Promptly after an Arranged Tour Contract has come into effect, the Company shall issue to

the Traveler a document mentioning the itinerary, the contents of Travel Services, the Travel Fee, and other conditions for the tour, as well as matters concerning the Company's responsibility (hereinafter referred to as a "Contract Document"). However, if the Company delivers train (bus) tickets, accommodation coupons, etc., and other documents indicating the right to receive Travel Services with respect to all the Travel Services for which it makes arrangements, it may not issue such Contract Document.

2. If a Contract Document referred to in the first sentence of the preceding Paragraph has been issued, the scope of the Travel Services for which the Company is obligated to make arrangements under the Arranged Tour Contract is subject to what is mentioned in such Contract Document.

### **(Method Using Information and Communications Technology)**

#### **Article 11**

With the prior agreement with the Traveler, if the Company, instead of issuing a document mentioning the itinerary, the contents of Travel Services, the Travel Fee and other conditions for the tour, as well as matters concerning the responsibility of the Company, to be issued to the Traveler when concluding an Arranged Tour Contract, or a Contract Document, has provided the matters which should be mentioned in such document (hereinafter referred to in this Article as "Matters To Be Mentioned") by a method using information and communications technology, it will confirm that the Matters To Be Mentioned have been recorded in a file kept in the communications equipment used by the Traveler.

2. In the case referred to in the preceding Paragraph, if a file for recording the Matters To Be Mentioned is not kept in the communications equipment used by the Traveler, the Company will record the Matters To Be Mentioned in a file kept in the communications equipment used by the Company (limited to a file which is used only for the Traveler concerned) and confirm that the Traveler has read the Matters To Be Mentioned.

## **Chapter III Change and Cancellation of Contracts**

### **(Change in Contract Contents)**

#### **Article 12**

The Traveler may request the Company to change the itinerary, the contents of Travel Services and other contents of the Arranged Tour Contract. In this case, the Company will comply with the Traveler's request to the reasonably practical extent.

2. If a change is to be made in the contents of the Arranged Tour Contract at the request of the Traveler referred to in the preceding Paragraph, the Traveler must bear a cancellation fee, a penalty to be paid to transportation/accommodation facilities, etc., when canceling the arrangements already completed, as well as any other cost required for the change in the arrangements, and pay to the Company a fee for procedures for making a change prescribed by the Company. Any increase or reduction in the Travel Fee resulting from the change in the contents of the Arranged Tour Contract concerned shall be attributed to the Traveler.

**(Voluntary Cancellation by the Traveler)**

**Article 13**

The Traveler may cancel the Arranged Tour Contract in whole or in part at any time.

2. If the Arranged Tour Contract has been canceled in accordance with the provisions of the preceding Paragraph, the Traveler must, in addition to bearing the cost which has already been paid, or which must be paid in the future, to transportation/accommodation facilities, etc., as a consideration for the Travel Services already received by the Traveler, or as the cancellation fee, the penalty, etc., for the Travel Services not yet received, pay to the Company the fee for procedures for making a cancellation prescribed by the Company and the Handling Charge which the Company would have received.

**(Cancellation Due to a Cause Attributable to the Traveler)**

**Article 14**

The Company may cancel the Arranged Tour Contract in any of the following cases:

- (1) If the Traveler has not paid the Travel Fee by the prescribed date;
- (2) If the Traveler has become unable to settle the debt in connection with the Travel Fee, etc., in whole or in part in accordance with the card membership rules of the Affiliated Company, for such a reason as the Traveler's credit card becoming invalid after a Communications Contract has been concluded.

2. If the Arranged Tour Contract has been canceled in accordance with the provisions of the preceding Paragraph, the Traveler must, in addition to bearing the cost which has already been paid, or which must be paid in the future, to transportation/accommodation facilities, etc., as the cancellation fee, the penalty, etc., for the Travel Services not yet received, pay to the Company the fee for procedures for making a cancellation prescribed by the Company and the Handling Charge which the Company would have received.

**(Cancellation Due To a Cause Attributable to the Company)**

**Article 15**

The Traveler may cancel the Arranged Tour Contract if it has become impossible to make arrangements for Travel Services due to causes attributable to the Company.

2. If the Arranged Tour Contract has been canceled in accordance with the provisions of the preceding Paragraph, the Company shall refund the Traveler the Travel Fee already received, excluding the cost which has already been paid, or which must be paid in the future, for transportation/accommodation facilities, etc., as a consideration for the Travel Services already received by the Traveler.

3. The provisions in the preceding Paragraph do not prevent the Traveler from making a claim against the Company for damages.

**Chapter IV Travel Fee**

**(Travel Fee)**

**Article 16**

The Traveler must pay the Travel Fee to the Company by the time, prior to the

commencement of the tour, fixed by the Company.

2. If a Communications Contract has been concluded, the Company will receive payment of the Travel Fee by means of the card of the Affiliated Company without the Traveler's signature on a prescribed payment slip. In this case, the day on which the Company has notified the Traveler of the finalized contents of Travel Services shall be considered to be the Card Use Day.

3. If fluctuation in the Travel Fee has arisen prior to the commencement of the tour due to a revision of a fare/charge of the transportation/accommodation facilities, etc., exchange rate fluctuations or any other cause, the Company may change the Travel Fee concerned.

4. In the case referred to in the preceding Paragraph, the increase or reduction in the Travel Fee shall be attributed to the Traveler.

5. Where a Communications Contract has been concluded with the Traveler, if there has arisen any cost, etc., to be borne by the Traveler in accordance with the provisions of Chapter III or IV, the Company will receive payment of such cost, etc., by means of the card of the Affiliated Company without the Traveler's signature on a prescribed payment slip. In this case, the day on which the Company has notified the Traveler of the amount of the cost, etc., to be paid by the Traveler to the Company or of the amount to be refunded by the Company to the Traveler shall be considered to be the Card Use Day.

However, if the Company has canceled the Arranged Tour Contract in accordance with the provisions of Item (2), Paragraph 1, Article 14, the Traveler must pay the cost, etc., to be paid by the Traveler to the Company by the date fixed by the Company by the method of payment specified by the Company.

#### **(Adjustment of the Travel Fee)**

##### **Article 17**

If the Handling Charge and the amount of cost paid by the Company to the transportation/accommodation facilities, etc., to make arrangements for Travel Services which should be borne by the Traveler (hereinafter referred to as the "Adjustment Travel Fee"), on one hand, and the amount already received as the Travel Fee, on the other, are not in agreement, the Company shall promptly adjust the Travel Fee after the completion of the travel in accordance with the provisions of Paragraphs 2 and 3.

2. If the Adjustment Travel Fee exceeds the amount already received as the Travel Fee, the Traveler must pay the difference to the Company.

3. If the Adjustment Travel Fee is less than the amount already received as the Travel Fee, the Company shall refund the difference to the Traveler.

#### **Chapter V Party/Group Arrangements**

##### **(Party/Group Arrangements)**

##### **Article 18**

With respect to the conclusion of an Arranged Tour Contract for which more than one Traveler traveling together, following the same itinerary at the same time, have applied after designating their responsible representative (hereinafter referred to as the "Person

Responsible for Contract"), the Company applies the provisions of this Chapter.

**(Person Responsible for Contract)**

**Article 19**

Except when a special agreement has been concluded, it shall be deemed that the Person Responsible for Contract has all power of agency concerning the conclusion of an Arranged Tour Contract for the Travelers constituting the party/group concerned (hereinafter referred to as the "Member(s)"), and the Company will conduct the transactions concerning the travel business in connection with the said party/group, as well as the business referred to in Paragraph 1, Article 22, with the said Person Responsible for Contract.

2. The Person Responsible for Contract must submit to the Company a list of the Members or notify the Company of the number of the Members by the date fixed by the Company.

3. The Company bears no responsibility for any debt or obligation to a Member which the Person Responsible for Contract currently has or is expected to have in the future.

4. If the Person Responsible for Contract does not accompany the party/group, the Company deems that the Member who has been assigned by the Person Responsible for Contract in advance as the Person Responsible for Contract after the commencement of the travel.

**(Special Provisions for Entry into Effect of Contracts)**

**Article 20**

Notwithstanding the provisions of Paragraph 1, Article 5, in case an Arranged Tour Contract is to be concluded with the Person Responsible for Contract, the Company may agree to conclude an Arranged Tour Contract without receiving the application fee.

2. If an Arranged Tour Contract is to be concluded without receiving the application fee in accordance with the provisions of the preceding Paragraph, the Company shall issue to the Person Responsible for Contract a document containing an entry to that effect, and the Arranged Tour Contract shall enter into effect at the time when the Company has issued the said document.

**(Change in the Members of the Party/Group)**

**Article 21**

If a change in the Members of the party/group has been brought up by the Person Responsible for Contract, the Company will comply with it to the reasonably practical extent.

2. The increase or reduction in the Travel Fee resulting from the change referred to in the preceding Paragraph or the cost involved in such change shall be attributed to the Members of the party/group.

**(Tour Conducting Services)**

**Article 22**

At the request of the Person Responsible for Contract, the Company may provide tour conducting services by having a tour conductor accompany the party/group concerned.

2. In principle, the contents of tour conducting services performed by the tour conductor will consist of work necessary for securing the Party/Group activities from the viewpoint of following the itinerary fixed in advance.
3. In principle, the period of time during which the tour conductor provides tour conducting services is from 8:00 to 20:00.
4. When the Company has provided tour conducting services, the Person Responsible for Contract must pay to the Company the prescribed fee for the tour conducting services.

## **Chapter VI Responsibility**

### **(Responsibility of the Company)**

#### **Article 23**

In performing an Arranged Tour Contract, if the Company or the person whom the Company has had act as an agent in making arrangements in accordance with the provisions of Article 4 (hereinafter referred to as the "Arrangements Agent") has caused damage to a Traveler intentionally or by negligence, the Company shall be responsible for compensating for the damage, provided that the Company is notified within 2 years of the day following the date of occurrence of such damage.

2. If a Traveler has incurred damage due to a natural disaster, a war, a riot, suspension of the provision of Travel Services by transportation/accommodation facilities, etc., an order of a government or other public offices, or any other cause in which the Company or the Arrangements Agent of the Company is unable to intervene, the Company shall not be responsible for compensating for the damage except in the case referred to in the preceding Paragraph.

3. Notwithstanding the provisions of Paragraph 1, for the damage caused to baggage referred to in the same Paragraph, the Company shall compensate within the limits of 150,000 yen per Traveler (except in a case where the damage was due to intention or gross negligence on the part of the Company), provided that the Company has been notified of the damage within 14 days in case of Domestic Travel, or within 21 days in case of Overseas Travel, of the day following the date of occurrence of such damage.

### **(Responsibility of the Traveler)**

#### **Article 24**

If the Company incurred any damage caused by a Traveler intentionally or by negligence, the Traveler must compensate for the damage.

2. In concluding an Arranged Tour Contract, the Traveler should endeavor to understand his/her rights and obligations and other contents of such contract, making good use of the information provided by the Company.

3. In order to smoothly receive the Travel Services mentioned in the Contract Document after the commencement of the travel, should a Traveler have realized that Travel Services different from those mentioned in the Contract Document have been provided, he/she must promptly notify the Company, the Arrangements Agent of the Company, or the provider of the Travel Services concerned to that effect at the place of travel.

## **Chapter VII Compensation Security Bonds (For the Company being a Security Member of an Association of Travel Agents)**

### **(Compensation Security Bonds)**

#### **Article 25**

The Company is a Security Member of Japan Association of Travel Agents (a corporate juridical person) (3-3 Kasumigaseki 3-chome, Chiyoda-ku, Tokyo).

2. The Traveler or the Member who has concluded an Arranged Tour Contract with the Company is entitled to receive compensation from the Compensation Security Bonds which Japan Association of Travel Agents (a corporate juridical person) referred to in the preceding Paragraph has deposited, in respect of any claim arising from transactions in connection with such contract up to 250 million yen.

3. Since the Company has paid a Due Portion of the Compensation Security Bonds to Japan Association of Travel Agents (a corporate juridical person) in accordance with the provisions of Paragraph 1, Article 22-10 of the Travel Agency Law, it has not deposited any Business Guarantee Bonds referred to in Paragraph 1, Article 7 of the same law.